

REMARKS

In the application claims 1-4, 9, 10, 12-33 and 56-61 remain pending. Claims 5, 11, and 34-55 have been canceled without prejudice. Claims 56-61 have been added by amendment. Support for the amendments set forth above is found in the specification and figures as originally filed. No new matter has been added. Presently, no claims stand allowed. The reconsideration of the rejection of the claims is, however, respectfully requested.

At this time the Applicants would like to thank the Examiner for the courtesies extended during a phone interview conducted on October 7, 2004 wherein a draft set of amended claims and a draft set of arguments were discussed. During the interview, the Examiner agreed to withdraw the rejection of the claims based upon 35 U.S.C. § 101. No resolution with respect to the rejection of the claims based upon 35 U.S.C. §§ 102 was reached during that interview.

In the Office Action of September 21, 2004, originally filed claims 1 and 2 were rejected under 35 U.S.C. § 102 as being anticipated by Narin (U.S. Published Application No. 2002/0091755); originally filed Claims 3-5, 6-8, 9-11, 12-25 and 35 were rejected under 35 U.S.C. § 102 as being anticipated by Allport (U.S. Patent No. 6,104,334); and claims 26-33 were rejected under 35 U.S.C. § 102 as being anticipated by Matthews (U.S. Patent No. 6,025,837).

In response to these rejections of the claims it is respectfully submitted that “a claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” See *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). To be “inherently” described in a prior art reference, the prior art reference “must make clear that the missing descriptive matter is necessarily present in the thing described and that it would be so recognized by persons of ordinary skill.” Inherency “may not be established by probabilities or

possibilities.” The mere fact that a certain thing may result from a given set of circumstances is not sufficient. See *Continental Can Co. USA v. Monsanto Co.*, 948 F.3d 1264, 20 USPQ2d 1746 (Fed. Cir. 1991).

Considering now Narin, Narin discloses a system in which Web pages are retrieved by sending an HTTP request to an Internet server. As described in Narin at Para. 35, an HTTP request sent for the purpose of retrieving a Web page generally includes an initial request line, a header and value pair, a blank line, and a message body. As further described in Narin at Para. 45 (which was cited to in the Office Action), *the header in the HTTP request sent to the Internet server for the purpose of retrieving a Web page* may also include other information such as an identification of the size or dimensions of a graphical display area used to display the requested Web page which information is useful to the server computing device to select a particularly dimensioned Web page to return to the request issuing computer. Thus, in Narin, the sizing operation is performed at the server and prior to the return of the Web page to the request issuing computer which is the very antithesis of the invention set forth in the claims.

Based on this full and fair consideration of the entirety of Narin, it is submitted that Narin does not disclose, teach, or suggest each and every element set forth in the claims, considering each and every word. In this regard, Narin does not disclose retrieving a Web page and then determining if the retrieved Web page includes a mark-up language formatted full screen page tag or displaying information as a full-screen within a display, without associated navigational controls, if the retrieved Web page is determined to include the mark-up language formatted full screen page tag. Narin also does not disclose a browser application that is responsive to a mark-up language formatted full screen page tag within a retrieved Web page. For at least this reason, the rejection of claims based upon Narin must be withdrawn.

Turning now to Allport and considering the rejection of claims 3-5, 6-8, 9-11, 12-25, and 35, Allport discloses a remote control having a touch screen for use in transmitting commands to controllable appliances (Col. 27, lines 4-5). In response to a user interacting with the touch screen an infrared code which has been associated with the touch screen area touched and the screen layout currently underlying the touch screen may be emitted from the remote control. In one embodiment, Allport describes that the screen layouts to be presented under the touch screen may be user created or selected from a predefined set of customized layouts (Col. 23, lines 47-60). When creating a screen layout for use in commanding operations via the touch screen, a user may add a button to a particular area of the screen layout and select an infrared code that is to be transmitted when an area of the touch screen overlaying that button is touched. (Col. 24, lines 1-31). Thus, to provide the described graphical user interface functionality, the Allport remote control must store an association between an infrared code to be transmitted, the coordinates of an area of a touch screen, and a screen layout that is to underlie the touch screen.

As an alternative, Allport describes that customized screen layouts may also be created through the use of HTML. (Col. 24, lines 33-43). In this regard, Allport specifically states that the HTML format *will only be used for defining the look of the screens and that other programming concepts would be needed to associate functionality with the various HTML screen areas*. Thus, in Allport, the description pertaining to HTML is limited only to the creation of an image that is to underlie the touch screen and, at best, Allport infers that providing a graphical user interface in this manner would similarly require that the remote control store an association between an infrared code to be transmitted, the coordinates of an area of a touch screen, and a HTML screen that is to underlie the touch screen. What cannot be inferred from the disclosure of Allport, *especially since Allport acknowledges that he does not provide this*, is storing within

the HTML page itself what infrared code is to be transmitted, i.e., that the HTML page by itself – as opposed to the remote control - defines what infrared code is to be transmitted from the remote control.

In contrast to the system described in Allport, the subject invention does allow a mark-up language page to by itself define what infrared code is to be transmitted from the remote control. As discussed above, Allport cannot be said to disclose this claimed subject matter. More particularly, Allport cannot be said to disclose, teach, or suggest a mark-up language formatted tag for use in a mark-up language formatted page wherein the mark-up language formatted tag includes data for use in generating an infrared code upon activation of a hyperlink displayed as part of the mark-up language formatted page or which includes a pointer to data for use in generating an infrared code upon activation of a hyperlink displayed as part of the mark-up language page. Thus, since Allport fails to expressly disclose these elements and since Allport does not make clear that these missing elements are necessarily present in the thing described and would be so recognized by persons of ordinary skill in the relevant art (instead acknowledging that such is beyond the described invention), it is respectfully submitted that the rejection of the claims based upon Allport must be withdrawn.

Turning now to Matthews and considering the rejection of claims 26-33, Matthews discloses an EPG. A user may interact with the EPG to invoke some code to reference a target resource having information about a program listed in the EPG. Furthermore, a user may interact with the EPG to initiate a routine which will record the program when the program begins. While Matthews does describe a system and method for automatically recording a program, Matthews does not describe, expressly or inherently, including as part of a mark-up language formatted page a mark-up language formatted page tag having a first data field

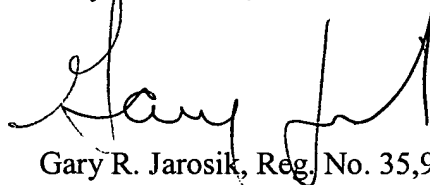
containing data representing a date and time and a second data field containing data representing a reminder notice wherein the mark-up language formatted page is parsed to extract the data in the first and second data fields for provision to a reminder function. Furthermore, to the extent that the Office Action appears to be taking the position that automatically tuning to a show is a "reminder notice," it is respectfully submitted the automatically tuning to a show cannot be said to be data in a mark-up language formatted page tag of a mark-up language formatted page. Thus, since Matthews cannot be said to disclose, expressly or inherently, a mark-up language formatted page having a mark-up language formatted page tag including data that is to be used in a reminder function, it is respectfully submitted that the rejection of the claims based upon Matthews must be withdrawn.

CONCLUSION

It is respectfully submitted that the application is in good and proper form for allowance. Such action of the part of the Examiner is respectfully requested. Should it be determined, however, that a telephone conference would expedite the prosecution of the subject application, the Examiner is respectfully requested to contact the attorney undersigned.

The Commissioner is authorized to charge any fee deficiency or credit overpayment to deposit account 50-2428 in the name of Greenberg Traurig.

Respectfully Submitted;



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